Salmon hath agreed to give credit to, and to become surety and endorser on notes drawn by the said Thomas Clagett in the prosecution of his said business, to the amount of ten thousand dollars current money; and the said Elizabeth Clagett, Edmund Clagett, &c., to indemnify and save harmless the said Charles Salmon, for any advances he may hereafter make, or may have heretofore made for or to the said Thomas Clagett; and also for any endorsements which the said Charles Salmon may have heretofore, or shall hereafter execute for or on account of the said Thomas Clagett. have agreed to execute and deliver these presents.' The deed then proceeds to convey to Charles Salmon all the interests of the grantors in a tract of land lying in Anne Arundel county, called Poplar Bottom, of which the late William Clagett died seised; and 'also all the right, title and interest which the said Elizabeth Clagett, Edmund Clagett, &c., have in and to the personal estate of which the said William Clagett died possessed, consisting of certain negroes, horses and cattle, which said land and personal property is now in the possession and occupation of the said Elizabeth Clagett and Edmund Clagett.'

And this deed then concludes with a proviso in these words: 'Provided always, and it is the true intent and meaning of these presents, that if the said Thomas Clagett shall well and truly pay, repay, and satisfy the said Charles Salmon for all advances of goods or loans of money which the said Charles Salmon may have heretofore made, or shall before the first day of October, in the year eighteen hundred and thirty, make to the said Thomas Clagett, on or before the first day of October, eighteen hundred and thirty, and shall also indemnify and save harmless the said Charles Salmon against all endorsements which the said Charles Salmon may execute before the said first day of October, in the year eighteen hundred and thirty, and shall also indemnify the said Charles Salmon from and against all bills, bonds or notes which the said Charles Salmon shall sign or seal as surety for the said Thomas Clagett, before the said first day of October, in the year eighteen hundred and thirty, the said advances, loans, endorsements and other liabilities which the said Charles Salmon shall incur or make on account of the said Thomas Clagett, not to exceed, at any one time, the sum of ten thousand dollars current money, then and from thenceforth these presents and every matter and thing therein contained to the contrary in any wise notwithstanding, to be void.'